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Attorneys for Defendant

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF ILLINOIS**

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TRUE QUOTE, LLC,	:	
	:	
Plaintiff,	:	13-cv-09115
	:	
- against -	:	Hon. Joan B. Gottschall
	:	
LIVEVOL, INC.,	:	DEFENDANT’S RULE 26(A)(1)
	:	<u>DISCLOSURES</u>
Defendants.	:	
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Defendant Livevol, Inc. (“Livevol”), through its attorneys, Sullivan & Worcester LLP, makes the following initial disclosures pursuant to Fed. R. Civ. P. 26(a)(1). These disclosures are made to the best of Livevol’s knowledge at the time of service. Livevol reserves the right to supplement and amend these disclosures at the appropriate time.¹

A. PERSONS WITH KNOWLEDGE

The individuals listed below may have discoverable information that Livevol may use in support of their claims or defenses, unless the use would be solely for impeachment:

1. Stefen Choy. Mr. Choy is the Chief Operating Officer of Livevol. He has knowledge about the facts underlying the defendant's defenses as well as the defendant's counterclaims, including the parties' verbal statements, written agreements and conduct that modified the Software License Agreement. He may be contacted through the undersigned counsel.
2. Bryan Stuart. Mr. Stuart is the former Chief Financial Officer of Livevol. He has knowledge about the facts underlying the defendant's defenses as well as the defendant's counterclaims, including the damages suffered by Livevol. Mr. Stuart may be contacted at (312) 399-4006.
3. Cristina Tobias. Ms. Tobias is Livevol's Vice President of Administration. She has knowledge about the facts underlying the defendant's defenses as well as the defendant's counterclaims, including the invoices True Quote submitted to Livevol. She may be contacted through the undersigned counsel.
4. Richard Lee. Mr. Lee is Livevol's Senior Vice President and Legal Counsel. He has knowledge about the facts underlying the defendant's defenses as well as the defendant's counterclaims, including the parties' verbal statements, written agreements and conduct that modified the Software License Agreement. He may be contacted through the undersigned counsel.
5. Sergey Kucher. Sergey is Livevol's Chief Technology Officer. He has knowledge of Livevol's technology infrastructure and the various technology vendors whose services were used, in part or in whole, by True Quote. He may be contacted through the undersigned counsel.

B. DOCUMENTS

Livevol identifies the following categories of documents in its possession, custody and/or control that it may use in support of its claims and defenses, unless the use would be solely for impeachment:

1. The Software License Agreement, entered between True Quote and Livevol, and dated May 31, 2011 (the "Agreement");
2. Correspondence and other documents related to the parties' modification of the terms of the Agreement and how True Quote is barred from seeking relief under the doctrines of waiver or equitable estoppel;

¹ Livevol makes these initial disclosures in accordance with Section I of the Court's Civil Case Management Packet and Order (January 9, 2014, dkt. no. 7).

3. The Memorandum of Understanding, entered between True Quote and Livevol, and dated August 30, 2011 (the “MOU”);
4. Correspondence and other documents related to the parties’ understanding of how the MOU modified the Agreement and how it bars True Quote from seeking relief under the doctrines of waiver and equitable estoppel;
5. The employment agreements entered between Livevol and Kimberly Kramer (“Kramer”) and Livevol and Evan Jones (“Jones”), and dated November 3, 2011 (the “Employment Agreements”);
6. Correspondence and other documents related to the parties’ understanding of how the terms of the Employment Agreements modified the Agreement and how the Employment Agreements bar True Quote from seeking relief under the doctrines of waiver and equitable estoppel;
7. The proprietary agreements entered between Livevol and Kramer, and dated November 3, 2011, and Livevol and Jones, and dated November 14, 2011 (the “Proprietary Agreements”);
8. Correspondence and other documents related to the parties’ understanding of how the terms of the Proprietary Agreements modified the Agreement and how the Proprietary Agreements bar True Quote from seeking relief under the doctrines of waiver and equitable estoppel; and
9. Monthly invoices sent from True Quote to Livevol pursuant to the Agreement through October 31, 2011.
10. Invoices from technology vendors whose services were used, in part or in whole, by True Quote and paid for by Livevol.

C. DAMAGES CALCULATIONS

1. Quantum Meruit

Livevol has suffered damages as follows:

Use of data feeds: \$8,926.00

Equipment Purchase: \$1,732.07

Vendors’ fees paid: \$270,714.47

Total: \$281,372.54

2. Unjust Enrichment

Livevol has suffered damages as follows:

Use of data feeds: \$8,926.00

Equipment Purchase: \$1,732.07

Vendors' fees paid: \$270,714.47

Salary and benefits to Kramer and Jones for True Quote work: \$195,682.95

Total: \$477,055.48

D. INSURANCE

Not applicable.

Respectfully submitted,

LIVEVOL, INC.

Dated: Chicago, IL
February 19, 2014

By: /s/ J. Cory Faulkner
One of its Attorneys

Attorneys for Defendant

Local Counsel:

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CERTIFICATE OF SERVICE

The undersigned certifies that on the 19th day of February, 2014, true and correct copies of Defendant's Rule 26(A)(1) Disclosures were served electronically via the Court's ECF system, and in compliance with the Federal Rules of Civil Procedure, to the following counsel of record:

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/s/ J. Cory Faulkner
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